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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

9 C.M., on her own behalf and on behalf of  
10 her minor child, B.M.; L.G., on her own  
11 behalf and on behalf of her minor child,  
12 B.G.; M.R., on her own behalf and on  
13 behalf of her minor child, J.R.; O.A., on  
14 her own behalf and on behalf of her minor  
child, L.A.; and V.C., on her own behalf  
and on behalf of her minor child, G.A.,

No. 2:19-cv-05217-SRB

**STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL  
INFORMATION**

15 Plaintiffs,  
16 v.  
17  
18 United States of America,  
19  
Defendant.

20 1. With the agreement of the parties, the Court having determined that there is  
21 good cause for issuance of a protective order pursuant to Rule 26(c) of the Federal  
22 Rules of Civil Procedure to govern the disclosure, use, and handling by the parties and  
23 their respective agents, successors, personal representatives and assignees of certain  
24 information and items produced and received in discovery this action, IT IS HEREBY  
25 ORDERED as follows:

26 A. Definitions

27 1. “Action” shall mean the case captioned *C.M., et al. v. United States*, Civil  
28 Action No. 2:19-cv-05217-SRB.

1       2. “Confidential Information” shall mean information that, at the time of its  
2 production in discovery in the Action, or thereafter, is designated confidential by the  
3 Producing Party because of a good faith belief that the information is:

4           a. a trade secret or other confidential research, development, or commercial  
5           information as such terms are used in Federal Rule of Civil Procedure  
6           26(c)(1)(G);  
7           b. personal financial, medical or other private information relating to an  
8           individual that would properly be redacted from any public court filing  
9           pursuant to Federal Rule of Civil Procedure 5.2., including any document,  
10           information, or tangible thing protected by the provisions of the Family  
11           and Educational Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R.  
12           Part 99; certain individually identifiable health information (defined as  
13           health information that is connected to a patient’s name, address, Social  
14           Security number, or other identifying number, including Health Insurance  
15           Claim (HIC) number) that may be subject to the provisions of the Privacy  
16           Act, 5 U.S.C. § 552a; the provisions of 45 C.F.R. §§ 164.102-164.534  
17           (regulations promulgated pursuant to the Health Insurance Portability and  
18           Accountability Act (HIPAA)); or health information for which there may  
19           be no waiver by the patient to produce the records to an entity outside one  
20           of the Parties;  
21           c. information protected by the provisions of the Privacy Act of 1974, 5  
22           U.S.C § 552a;  
23           d. information contained in individual detainee files (e.g., “A Files”) that  
24           would be protected by the Privacy Act or any other information or  
25           documents that would be covered by the Privacy Act if the subject of the  
26           information had been a U.S. citizen or a person lawfully admitted for  
27           permanent residence;

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- 1 e. plaintiffs' administrative claims (Standard Form 95 or "SF-95") and  
2 attachments to those claims;
- 3 f. sensitive information about Defendant's law enforcement or national  
4 security staffing, resources, intelligence and/or methods (including the  
5 names and contact information of third parties, and non-supervisory  
6 federal and non-federal employees), the release of which to the public  
7 may adversely impact identifiable law enforcement or national security  
8 interests;
- 9 g. information pertaining to applications for asylum or withholding of  
10 removal, which are subject to disclosure conditions under 8 C.F.R. §§  
11 1003.27(c) and 1208.6(a), as well as information pertaining to: (1)  
12 applications for Temporary Protected Status under 8 U.S.C. § 1254a; and  
13 (2) information that relates to an alien who is the beneficiary of an  
14 application for relief under 8 U.S.C. §§ 1101(a)(15)(T), (15)(U), (51) or  
15 1229b(b)(2); and
- 16 h. any other information that is protected or restricted from disclosure by  
17 Court order, statutes, or regulations, including, but not limited to: 8 U.S.C.  
18 §§ 1160(b)(5); 1186a(c)(4), 1202(f), 1254a(c)(6), 1255a(c)(4), (5);  
19 1304(b), and 1367(a)(2), (b), (c), (d); 22 U.S.C. § 7105(c)(1)(C); 8 C.F.R.  
20 §§ 208.6, 210.2(e), 214.11(e), 214.14(e), 216.5(e)(3)(viii), 236.6, 244.16,  
21 245a.2(t), 245a.3(n), 245a.21, 1003.27(b)-(d), 1003.46, 1208.6, 28 C.F.R.  
22 § 0.29f, which otherwise could subject either party to civil or criminal  
23 penalties or other sanctions in the event of unauthorized disclosure.

24 3. "Disclose" (or forms thereof) shall mean to distribute, provide, or otherwise  
25 make available for access, viewing, or copying. "Disclose" shall include the actual  
26 covered document or item as well as the contents or information contained therein, such  
27 that disclosing a copy, summary, paraphrasing, or characterization would be considered  
28 a disclosure of the document itself for purposes of this Protective Order.

1       4. “Document” shall mean all items listed in Fed. R. Civ. P. 34(a)(1)(A) & (B).

2       5. “Challenging Party” shall mean any party who challenges the designation of  
3 information as Confidential Information under this Protective Order.

4       6. “Designating Party” shall mean the party or other person producing in  
5 discovery in the Action any information that the Producing Party seeks to designate and  
6 to have treated as Confidential Information pursuant to this Protective Order.

7       7. “Producing Party” shall mean the person or party producing in discovery in the  
8 Action.

9       8. “Receiving Party” shall mean any party who receives information that has been  
10 designated as Confidential Information.

11      B. Purpose, Scope, and Limitations of Protective Order

12       1. This Protective Order applies to discovery, pre-trial, trial, and post-trial  
13 proceedings in this action, whether the Documents are produced by a party or a person  
14 or entity who is not a party to this action (a “non-party”). This Order binds the parties  
15 and their respective agents, successors, personal representatives, and assignees.

16       2. This Protective Order shall not prejudice in any way any party’s ability to  
17 challenge the use or disclosure of information other than information designated as  
18 Confidential Information under this Protective Order in this Action. A party’s  
19 compliance with the terms of this Protective Order shall not operate as an admission that  
20 any particular material is or is not (a) confidential, (b) privileged, or (c) admissible in  
21 evidence at trial.

22       3. The protections conferred by this Protective Order do not cover any  
23 information that (i) is properly in the public domain; (ii) becomes part of the public  
24 domain after its disclosure to a Receiving Party as a result of publication not involving a  
25 violation of this Protective Order, including becoming part of the public record in this  
26 Action through trial or otherwise; (iii) is known to or is in the possession of the  
27 Receiving Party prior to the disclosure in this Action or obtained by the Receiving Party  
28 after the disclosure in this Action from a source who obtained the information lawfully

1 and under no obligation of confidentiality to the Producing Party.

2       4. If the Confidential Information contains highly sensitive information, then the  
3 Parties may stipulate or the Producing Party may move for the establishment of an  
4 additional category of protection (e.g., Attorneys' Eyes Only) that prohibits disclosure  
5 of such information in that category, or that limits disclosure only to specifically  
6 designated counsel, Party representative(s) whose assistance is reasonably necessary to  
7 the conduct of these cases, and who agree to be bound by the terms of the Order  
8 provided herein or as revised with respect to such information.

9       5. The Court finds that this Order is a "qualified protective order" within the  
10 meaning of 45 C.F.R. § 164.512(e)(1)(v). All patient identifiable information shall be  
11 designated "confidential" using the process in Section C of this Protective Order and  
12 may be used or disclosed in accordance with the terms of this Protective Order and  
13 45 C.F.R. § 164.512(e)(1)(v).

14       6. This Protective Order does not govern the use by the parties of Confidential  
15 Information in open court at any hearing or trial, but the parties reserve the right to seek  
16 relief from the Court in connection with the intended use of Confidential Information in  
17 any such hearing or trial.

18       7. This Protective Order governs the disclosure, use, and handling of all  
19 Confidential Information, regardless of the format or medium in which such  
20 Confidential Information is generated, stored, or maintained.

21       8. Any Confidential Information referenced in any pleading or contained in any  
22 Document filed with the Court in this Action by the Producing Party shall at the time of  
23 filing cease to be Confidential Information unless the Producing Party files the un-  
24 redacted pleading or Document under seal per the procedural requirements of LRCiv  
25 5.6.

26       9. Nothing in this Protective Order shall restrict the right of any Producing Party  
27 to use its own Confidential Information for any purpose whatsoever, but if any such use  
28 results in a disclosure that causes the Confidential Information to lose its designation as

1 Confidential Information, then it shall no longer be subject to any protection under this  
2 Protective Order.

3 10. This Protective Order applies to only disclosures, uses, and handling of  
4 Confidential Information occurring after the entry of this Protective Order.

5 11. Neither the termination of this Action nor the termination of employment of  
6 any person who has had access to any Confidential Information shall relieve such  
7 person of his or her obligations under this Protective Order, which shall survive.

8 12. Any party may at any time seek modification of this Order by agreement or,  
9 failing agreement, by motion to the Court.

10 C. Method for Designating Confidential Information

11 1. Designations of Confidential Information shall be made by the Producing  
12 Party, prior to or at the time of production, except as otherwise provided by this  
13 Protective Order.

14 2. The designation of Confidential Information should be limited to only those  
15 Documents or portions of Documents that qualify under the appropriate standards or  
16 under the definition of Confidential Information in Section A(2) of this Protective  
17 Order.

18 3. Documents produced in discovery in this Action containing confidential  
19 information shall be designated as containing "Confidential Information." For  
20 Documents produced in paper or an electronic form that allows endorsements or similar  
21 designation on the image, the designation shall appear by the inclusion of the marking  
22 of CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER. For electronic  
23 information that is provided in native form or a format that is not amenable to visible  
24 endorsement on the image, the file name(s) shall begin with CONFIDENTIAL –  
25 SUBJECT TO PROTECTIVE ORDER. The media on which the Confidential  
26 Information is provided (e.g., CD, DVD, external hard drive) also must be and remain  
27 plainly labeled with CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER unless  
28 and until the protection of the data within the media is removed. Any copying or

1 transferring of electronic files that are designated as Confidential Information must be  
2 done in a manner that maintains the protection for all copies, including, but not limited  
3 to, maintaining the protection in the filename(s) and the location where the copies are  
4 stored and the location where the users access the information. Only those Documents  
5 or portions of Documents designated as Confidential Information shall be subject to this  
6 Protective Order.

7       4. A Receiving Party may request the Designating Party to identify whether a  
8 Document labeled “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” is  
9 confidential in total or only in part. Within five (5) business days of the request, the  
10 Receiving Party and the Designating Party shall confer in good faith to resolve any  
11 Receiving Party’s request for such identification. The parties shall memorialize in  
12 writing any identification of Confidential Information that results from the meet and  
13 confer. If the parties cannot resolve the request to the Receiving Party’s satisfaction  
14 during their conference, the Receiving Party may challenge the designation in  
15 accordance with Section D of this Order.

16       5. For interrogatory answers and responses to requests for admissions, designation  
17 of Confidential Information shall be made by placing within each interrogatory answer  
18 or response to requests for admission asserted to contain Confidential Information the  
19 following: CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER. Only those  
20 interrogatory answers or responses or portions of interrogatory answers or responses  
21 designated as Confidential Information shall be subject to this Protective Order.

22       6. For depositions, designation of Confidential Information shall be made during  
23 the deposition on the record that should include reasons for the assertion, or by letter  
24 from counsel within 30 days of receipt of the official deposition transcript or copy  
25 thereof (or written notification that the transcript is available), listing the specific pages  
26 and lines of the transcript and any exhibits that should be treated as Confidential  
27 Information. The entire deposition transcript (including any exhibits not previously  
28 produced in discovery in this Action) shall be treated as Confidential Information under

1 this Protective Order until the expiration of the above-referenced 30-day period for  
2 designation, except that the deponent (and his or her counsel, if any) may review the  
3 transcript of his or her own deposition during the 30-day period subject to this  
4 Protective Order and the requirement of executing the certification attached as Exhibit  
5 A. After designation of Confidential Information is made, the following shall be placed  
6 on the front of the original and each copy of a deposition transcript containing  
7 Confidential Information: **CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**.  
8 If the deposition was filmed, both the recording storage medium (*i.e.* CD or DVD) and  
9 its container shall be labeled **CONFIDENTIAL – SUBJECT TO PROTECTIVE**  
10 **ORDER**. The deposition transcript shall also be accompanied by a cover letter from the  
11 Designating Party identifying the specific pages and lines of the transcript and any  
12 exhibits (or portions of exhibits) designated as Confidential Information. Only those  
13 pages and lines and exhibits (or portions of exhibits) designated as Confidential  
14 Information, and their corresponding portions of video, if any, shall be subject to this  
15 Protective Order.

16 7. For any other Document or item produced in discovery in this Action not  
17 falling within Sections C(3), C(5) or C(6) above, designation of Confidential  
18 Information shall be made by labeling the item or the item's container with  
19 **CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**. If only a portion or  
20 portions of the information contained in the item warrant protection as Confidential  
21 Information, it shall be accompanied by a cover letter identifying the specific portion or  
22 portions so designated. Only the item or portions of the item designated as Confidential  
23 Information shall be subject to this Protective Order.

24 8. If it comes to a Producing Party's attention that information designated as  
25 Confidential Information does not qualify or no longer qualifies for protection, the  
26 Producing Party must promptly notify all Parties that it is withdrawing the designation  
27 for the applicable information.

1     D. Challenging Confidential Information Designations

2       1. Prior to thirty (30) days before the final pre-trial conference, any party may  
3 object to a designation of materials as Confidential Information. The party objecting to  
4 confidentiality must notify, in writing, Counsel for the producing party of the objected-  
5 to materials and the grounds for the objection. If the dispute is not resolved  
6 consensually between the parties within fourteen (14) days of receipt of such a notice of  
7 objections, the Challenging Party may move the Court for a ruling on the objection. In  
8 the event any party files a motion challenging the designation or redaction of  
9 information, the document shall be submitted to the Court, under seal, for an in-camera  
10 inspection. The materials at issue must be treated as Confidential Information, as  
11 designated by the producing party, until the Court has ruled on the objection or the  
12 matter has been otherwise resolved.

13     E. Disclosure, Use, and Handling of Confidential Information

14       1. Counsel of record are responsible for employing reasonable measures,  
15 consistent with this Protective Order, to control access to and to secure distribution of  
16 Confidential Information.

17       2. Confidential Information shall be disclosed, summarized, described,  
18 characterized, or otherwise communicated or made available, in whole or in part, to  
19 only the following persons and only as reasonably necessary for this Action:

- 20           a. Counsel (including outside counsel) for the parties, including associated  
21            personnel necessary to assist counsel in this Action, such as litigation  
22            assistants, paralegals, interpreters, and litigation support, information  
23            technology, information or records management, investigative, secretarial,  
24            or clerical personnel;
- 25           b. Any person with prior authorized access to the Confidential Information;
- 26           c. Witnesses, potential witnesses, and deponents, including their counsel;
- 27           d. Court reporters and other persons not employed by this Court, retained to  
28            record or to transcribe testimony or argument at interviews or depositions

in connection with this Action;

- e. Photocopying, data processing, and other support services that are reasonably necessary to litigation in this Action;
- f. Retained expert witnesses and consultants;
- g. Mediators or arbitrators;
- h. Any person indicated on the face of the document to be its author or co-author, or any person identified on the face of the document as one to whom a copy of such document was sent before its production in this Action;
- i. Other persons only upon consent of the Producing Party and on such conditions as the Parties may agree; and
- j. This Court (including any judicial officer to whom this Court may refer this matter for settlement purposes) and Court personnel, including persons recording or transcribing testimony or argument at a conference, hearing, trial, or appeal in this Action.

3. Disclosure to the persons referenced in subsections (E)(2)(c), (f), and (i) above may only occur after the person to whom the disclosure is being made has been given a copy of this Protective Order and has signed a declaration in the form attached hereto as "Exhibit A."

4. Persons receiving Confidential Information pursuant to the terms of this Protective Order are prohibited from disclosing it to any person except in conformance with this Protective Order.

5. Before any materials produced in discovery, answers to interrogatories, responses to requests for admissions, deposition transcripts, or other documents which are designated as Confidential Information are filed with the Court for any purpose, the parties must follow the procedural requirements of LRCiv 5.6. Nothing in this Order shall be construed as automatically permitting a party to file under seal. Further, no

1 portion of the trial of the matter shall be conducted under seal, unless the parties and the  
2 Court so agree.

3       6. If the need arises for any Party to disclose Confidential Information in a  
4 proceeding in open Court or at any hearing or trial, it may do so only after giving seven  
5 (7) business days' notice to the Producing Party who, after a good faith effort to meet-  
6 and-confer, may seek additional relief from the Court. If a hearing is scheduled to occur  
7 less than seven (7) business days from the date the hearing is scheduled, the notice  
8 contemplated by this Section E(6) shall be accomplished within twenty-four (24) hours,  
9 or as soon as practicable. The notice contemplated by Section E(6) for purposes of a  
10 Party who asserts the need to disclose Confidential Information at trial may be  
11 accomplished by provision of a pre-trial exhibit list and resolution of any objection by  
12 the Court at a Pretrial Conference.

13       7. If any Party is (a) subpoenaed in another action, (b) served with a demand in  
14 another action to which it is a Party, (c) served with any legal process by one not a party  
15 to this action, or (d) otherwise compelled to respond to a request pursuant to existing  
16 independent statutory, law enforcement, national security or regulatory obligations  
17 imposed on a party, and such subpoena, demand, legal process, or request seeks  
18 information or material which was designated as Confidential Information by someone  
19 other than that Party, the Party shall give written notice within ten (10) calendar days of  
20 receipt of such subpoena, demand, legal process, or request to the Designating Party,  
21 and prior to compliance with the subpoena, so as to allow the Designating Party to seek  
22 protection from the relevant court(s). Nothing in this Protective Order shall be  
23 construed as requiring the Party or anyone else covered by this Protective Order to  
24 challenge or appeal any order requiring production of information or material covered  
25 by this Protective Order, or to subject itself to any penalties for noncompliance with any  
26 legal process or order, or to seek any relief from this Court.

27       8. Except as set forth in Section 7, a Receiving Party may use Confidential  
28 Information only in connection with prosecuting, defending, or attempting to settle this

1 Action. The Confidential Information shall not be used by the Receiving Party for any  
2 purpose outside of this Action.

3 9. No one subject to this Protective Order shall use Confidential Information  
4 obtained in this Action to retaliate against, intimidate, discriminate against, or harass  
5 any individual in any manner.

6 **F. Inadvertent Production of Confidential Information**

7 1. Nothing herein shall be deemed or construed as a waiver of any applicable  
8 privilege, right of privacy, or proprietary interest with respect to any information or  
9 item. The parties agree to follow Fed. R. Civ. P. 26(b)(5)(B) with respect to any  
10 inadvertently or unintentionally produced or disclosed Confidential Information.

11 2. If a Receiving Party learns that, by inadvertence or otherwise, it, or a person to  
12 whom it has disclosed Confidential Information in accordance with this Protective  
13 Order, has disclosed Confidential Information to any person or in any circumstance not  
14 authorized under this Protective Order, the Receiving Party shall, upon learning of the  
15 unauthorized disclosure: (a) promptly notify the person(s) to whom the unauthorized  
16 disclosure was made that the unauthorized disclosure contains Confidential Information  
17 subject to this Protective Order; (b) promptly make all reasonable efforts to obtain the  
18 return of the Confidential Information and to prevent further unauthorized disclosures of  
19 the Confidential Information, including requesting the person who received the  
20 unauthorized disclosure to agree to be bound by the terms of this Protective Order by  
21 executing a declaration in the form attached as Exhibit A; and (c) within five calendar  
22 days notify the Producing Party and all other parties of the identity of the person(s) to  
23 whom the unauthorized disclosure was made, the circumstances surrounding the  
24 disclosure, and the steps taken to prevent any use or further disclosure of the  
25 Confidential Information that was the subject of the unauthorized disclosure.

26 **G. Disposition of Documents Containing Confidential Information**

27 1. Except as provided in this Protective Order, within 90 days of the final  
28 termination of this Action, whether by settlement, judgment, or other disposition or

1 conclusion and all appeals or opportunities to appeal therefrom, a Receiving Party shall  
2 take reasonable steps either (a) to destroy or to delete all items designated as  
3 Confidential Information or (b) to return them to the Designating Party, depending  
4 upon the Designating Party's stated reasonable preference, except materials that exist on  
5 back-up tapes or similar systems. Materials that exist on back-up tapes, systems, or  
6 similar storage need not be immediately deleted or destroyed, and, instead, such  
7 materials may be overwritten and destroyed in the normal course of business. Until  
8 they are overwritten in the normal course of business, the Receiving Party will take  
9 reasonable steps to limit access, if any, to the persons necessary to conduct routine IT  
10 and cybersecurity functions. In the course of disposing of information in its possession  
11 under this paragraph, Receiving Party also will take reasonable steps to notify persons  
12 to whom it distributed Confidential Information pursuant to this Order that such  
13 information should be returned to Receiving Party or destroyed by the person  
14 possessing the information with written confirmation to Receiving Party.

- 15       a. For material that contains or reflects Confidential Information, but that  
16           constitutes or reflects counsel's work product, or that of retained  
17           consultants and experts, counsel of record for the parties shall be entitled  
18           to retain such work product in their files in accordance with the provisions  
19           of this Protective Order, so long as it is and remains clearly marked to  
20           reflect that it contains Confidential Information subject to this Protective  
21           Order.
- 22       b. Counsel of record for the parties shall also be entitled to retain an archival  
23           copy of all pleadings; affidavits; motion papers; trial, deposition, and  
24           hearing transcripts; legal memoranda; correspondence; deposition and trial  
25           exhibits; expert reports; briefs; other papers filed with the Court; and any  
26           other parts of the trial record, even if such material contains Confidential  
27           Information, so long as such material is and remains clearly marked to  
28           reflect that it contains Confidential Information. Even after the final

1 disposition of this Action, the terms of this Protective Order shall continue  
2 to govern the disclosure, use, and handling of any Confidential  
3 Information unless and until its Designating Party agrees otherwise in  
4 writing or a court order directs.

5 c. In particular, attorneys for the United States may maintain copies of any  
6 documents designated Confidential in their case file for this case, and may  
7 maintain copies of any notes or summaries containing such Confidential  
8 Information in their case file for this case, subject to 44 U.S.C. § 3101, *et*  
9 *seq.*, and 5 U.S.C. § 552, *et seq.*

10 H. Privacy Act.

11 1. The United States is authorized to produce personal identifying information  
12 contained within electronically stored information or hard copy documents. Any  
13 electronically stored information or hard copy documents containing such personal  
14 identifying information will be deemed Confidential Information, regardless of whether  
15 the electronically stored information or hard copy documents are marked with a  
16 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” legend designating the  
17 information as Confidential Information.

18 2. This is an order of a court of competent jurisdiction. 5 U.S.C. § 552a(b)(11).

19 I. Applicability to Parties Later Joined.

20 1. If additional persons or entities become parties to this Action, they must not be  
21 given access to any Confidential Information until they execute and file with the Court  
22 their written agreement to be bound by the provisions of this Order.

23 Dated this 22nd day of July, 2020.

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Susan R. Bolton  
United States District Judge

## EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

C.M., on her own behalf and on behalf of her minor child, B.M.; L.G., on her own behalf and on behalf of her minor child, B.G.; M.R., on her own behalf and on behalf of her minor child, J.R.; O.A., on her own behalf and on behalf of her minor child, L.A.; and V.C., on her own behalf and on behalf of her minor child, G.A., )  
Plaintiffs, )  
v. )  
United States of America, )  
Defendant. )

) Civil Action No. 2:19-cv-05217-SRB

## CERTIFICATION

I hereby declare that I have read and that I understand the Agreed Protective Order entered in the above-captioned case. I further declare that I will comply with all of the terms and conditions of this Protective Order, and that I will not disclose any Confidential Information, as that term is defined in the Protective Order, in a manner that is inconsistent with the Protective Order. I will maintain any Confidential Information in my possession – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. I understand that any unauthorized disclosure may subject me to a ruling of contempt or other sanction imposed by the District Court. I hereby consent to be subject to the personal jurisdiction of the United States District Court for the District of Arizona with respect to any proceedings relative to the enforcement of that Order, including any proceeding related to contempt of that Order.

Executed this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
(Print Name)

Signed \_\_\_\_\_